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RESOLUTION NO. 12964-16

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN FIRST AMENDMENT TO LEASE TO THAT LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND ALLTEL COMMUNICATIONS, LLC, D/B/A VERIZON WIRELESS, DATED THE 12TH DAY OF SEPTEMBER, 2011, FOR LEASE OF GROUND SPACE AT 100 TOWER LANE, YORK COUNTY, VIRGINIA.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain First Amendment to Lease to that Lease by and between the City of Newport News, Virginia, and Alltel Communications, LLC, d/b/a Verizon Wireless, dated the 12th day of September, 2011, for lease of ground space at 100 Tower Lane, York County, Virginia.

2. That a copy of the said First Amendment to Lease is attached hereto and made a part hereof.

3. That this resolution shall be in effect on and after the date of its adoption, October 11, 2016.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON OCTOBER 11, 2016

Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor

A true copy, teste:

City Clerk

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**First Amendment**"), made effective as of the latter of the signature dates below (the "**Effective Date**"), is by and between **City of Newport News, Virginia**, a municipal corporation in the Commonwealth of Virginia, having a mailing address of 2400 Washington Avenue, Newport News, Virginia 23607 ("**Lessor**") and **Alltel Communications, LLC d/b/a Verizon Wireless** ("**Lessee**").

WHEREAS, Lessor and Lessee entered into a Lease dated September 12, 2011, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 100 Tower Lane, Yorktown, Virginia (known by Lessor as the GAT Site) (the "**Existing Lease**"); and

WHEREAS, the Term of the Existing Lease is due to expire on October 31, 2016 and Lessor and Lessee desire to amend the Existing Lease to extend the term; and

WHEREAS, Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the leased premises, all as more particularly described therein; and

WHEREAS, Lessee has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA; and

WHEREAS, Lessor and Lessee desire to amend the Existing Lease to modify the notice section thereof; and

WHEREAS, Lessor and Lessee in their mutual interest, wish to amend the Agreement as set forth below accordingly; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Term**. The Term of the Existing Lease shall be extended for one five (5) year renewal term, which shall run from November 1, 2016 through October 31, 2021.

2. **One-Time Payment.** In addition to all rent due and payable under the terms of the Existing Lease and this First Amendment, Lessee shall pay to Landlord a one-time payment in the amount

of Twenty Thousand and No/100 Dollars ($20,000.00), payable within thirty (30) days of the Effective Date of this First Amendment.

3. **Rent**. Rent for the first year of the renewal term shall be the sum of Twenty-Three Thousand One Hundred Eighty-Five and 48/100 Dollars ($23,185.48), and shall be paid in advance on or before November 1, 2016. Rent shall continue to be increased annually as set forth in Section 4 of the Existing Lease.

4. **Notices.** Section 20 of the Existing Lease is amended to provide notice to Lessee at the following addresses: Alltel Communications, LLC d/b/a Verizon Wireless, Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with a copy to: American Tower, Attn: Legal Dept., 116 Huntington Avenue, Boston, MA 02116.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Existing Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Existing Lease otherwise is unmodified and remains in full force and effect. Each reference in the Existing Lease to itself shall be deemed also to refer to this First Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Existing Lease.

7. **No Defaults; Consent to Lessee and American Tower Sublease.** The parties hereby represent to the best of their actual knowledge, no defaults under the Existing Lease exist. To the extent Lessee needed consent and/or approval from Lessor for subleasing to American Tower, Lessor's execution of this First Amendment is and shall be considered consent to and approval of said subleasing and confirmation that no additional consideration is owed to Lessor for such subleasing.

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SIGNATURES AND SEALS ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

"LESSOR"
CITY OF NEWPORT NEWS

By: _____

James M. Bourey

City Manager

Date: _____

ATTEST:

_____
Mabel Washington-Jenkins
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

LESSOR ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS, to wit:

I, _____, a Notary Public for the City and Commonwealth aforesaid, do hereby certify that James M. Bourey, City Manager, and Mabel Washington-Jenkins, City Clerk, whose names are signed to the foregoing First Amendment, have acknowledged the same before me in my City and Commonwealth aforesaid.

Given under my hand this ____ day of _____, 2016.

_____
Notary Public

_____
(Registration Number) (Commission Expiration Date)

[SIGNATURES AND SEALS CONTINUE ON FOLLOWING PAGE.]

"**LESSEE**"

Alltel Communications, LLC d/b/a Verizon Wireless
By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

LESSEE ACKNOWLEDGMENT

STATE OF _____)
) SS:
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2016, by _____ (name of officer or agent, title of officer or agent) of ATC Sequoia LLC, a Delaware limited liability company, on behalf of the company, as Attorney-in-Fact for Alltel Communications, LLC, d/b/a Verizon Wireless.

_____
(Signature of Person Taking Acknowledgement)

Notary Public
(Title or Rank) (Printed Name)

_____
(Registration Number) (Commission Expiration Date)

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